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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 HAIR CLUB FOR MEN, LLC, a
11 Delaware limited liability company,

12 Plaintiff,

13 vs.

14 MARIA TERESA DE LA PAZ, an
15 individual,

16 Defendant.

17 MARIA TERESA DE LA PAZ,

18 Counter Claimant,

19 vs.

20 HAIR CLUB FOR MEN, LLC, a
21 Delaware limited liability company,

22 Counter Defendant.
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Case No. CV 11-02762 GW (JEMx)

~~[PROPOSED]~~ PROTECTIVE ORDER

1 Based on the parties' Stipulation to Entry of Protective Order, and good
2 cause having been shown, IT IS HEREBY ORDERED as follows:

3 1. This Protective Order shall govern any designated record of
4 information produced in this action, including all designated deposition testimony,
5 all designated testimony taken at a hearing or other proceeding, interrogatory
6 answers, documents, and other discovery materials (whether produced informally or
7 in response to interrogatories, requests for admissions, requests for production of
8 documents, or other formal method of discovery).

9 2. Each party shall have the right to designate as confidential and subject
10 to this Protective Order any information, document, or portion of any documents
11 produced by it in this litigation which contains trade secrets or other confidential
12 technical, business, or financial information. This designation shall be made by
13 stamping each page of the document containing confidential information with the
14 legend CONFIDENTIAL prior to its production or, if inadvertently produced
15 without the legend, by furnishing written notice to the receiving party that the
16 information or document shall be designated as CONFIDENTIAL under this
17 Protective Order. With respect to all materials provided by one party for inspection
18 by another party's counsel, designation by stamping or labeling as
19 CONFIDENTIAL need not be made until copies of the materials are requested after
20 inspection and selection by counsel. Making documents and things available for
21 inspection shall not constitute a waiver of any claim of confidentiality, and all
22 materials provided for inspection shall be treated as though designated as
23 CONFIDENTIAL at the time of the inspection.

24 3. Each party and all persons bound by the terms of this Protective Order
25 shall use any information or document designated as CONFIDENTIAL only for the
26 purpose of prosecution or defense of this action. No such party or other person
27 shall use any information designated as CONFIDENTIAL for any purpose other
28 than the prosecution, defense, or settlement of this action. The attorneys of record

1 for the parties shall exercise reasonable care to insure that the information and
2 documents governed by this Protective Order are (i) used only for the purposes
3 specified herein, and (ii) disclosed only to persons to whom disclosure of such
4 information and documents is authorized by this Protective Order.

5 4. Except as otherwise provided by written stipulation of the parties or by
6 further order of the Court, documents or information designated CONFIDENTIAL
7 may be disclosed only to counsel of record and their secretarial and legal assistants,
8 and, on a need-to-know basis only and subject to Paragraph 5 of this Protective
9 Order, to the parties, to employees of the parties, to witnesses, and to consultants
10 and experts retained by the parties or their attorneys for purposes of this litigation
11 (including, without limitation, persons engaged in the scanning, copying, and/or
12 coding of such information or documents).

13 5. Except as provided in Paragraph 9 of this Protective Order, in no event
14 shall any information or documents designated as CONFIDENTIAL be disclosed to
15 any person other than the parties' counsel and their secretarial and legal assistants
16 pursuant to Paragraph 4 of this Protective Order until such person has executed a
17 written confidentiality agreement acknowledging and agreeing to be bound by the
18 terms of this Protective Order, and consenting to be subject to the personal
19 jurisdiction of the United States District Court for the Central District of California
20 for any proceeding relating to enforcement of this Protective Order, in the form set
21 forth in Exhibit A hereto.

22 6. Documents and information designated CONFIDENTIAL shall
23 include (a) all copies, extracts, and complete or partial summaries prepared from
24 such documents or information; (b) portions of deposition transcripts and exhibits
25 that contain or reflect the content of any such documents, copies, extracts, or
26 summaries; (c) portions of briefs, memoranda, or any other writing filed with the
27 Court and exhibits that contain or reflect the content of any such documents, copies,
28 extracts, or summaries; (d) deposition testimony designated in accordance with

1 Paragraph 7; and (e) testimony taken at a hearing or other proceeding that is
2 designated in accordance with Paragraph 8.

3 7. Deposition transcripts, or portions thereof, may be designated as
4 CONFIDENTIAL subject to this Protective Order either (1) before or immediately
5 after the testimony is recorded, in which case the transcript of the designated
6 testimony shall be bound in a separate volume conspicuously labeled
7 CONFIDENTIAL by the reporter, as appropriate, or (2) by written notice to the
8 reporter and all counsel of record, given within ten (10) days after the transcript is
9 received by the witness or his counsel or by any party or its counsel, in which case
10 all counsel receiving such notice shall be responsible for marking the copies of the
11 designated transcript in their possession or under their control as directed by the
12 designating party. The designating party shall have the right to exclude the
13 following persons from a deposition before taking of testimony which the
14 designating party designates as CONFIDENTIAL subject to this Protective Order:
15 all persons except the court reporter, counsel of record, the deponent, the parties (or
16 the designated representative of a party), and any consultant or expert retained for
17 purposes of this litigation.

18 8. With respect to testimony elicited during hearings and other court
19 proceedings, whenever counsel for any party deems that any question or line of
20 questioning calls for the disclosure of information that should be kept
21 CONFIDENTIAL, counsel may designate on the record prior to such disclosure
22 that the disclosure is CONFIDENTIAL. Whenever a matter designated
23 CONFIDENTIAL is to be discussed in a hearing or other court proceeding, any
24 party claiming such confidentiality may exclude from the room any person who is
25 not entitled under this Protective Order to receive such information, subject to any
26 ruling by the Court respecting the designation of such information as
27 CONFIDENTIAL.

28 9. Notwithstanding any other provisions of this Order, nothing shall

1 prohibit counsel for a party from disclosing a document, whether designated as
2 CONFIDENTIAL, to any employee, officer, or director of the party who produced
3 the document or information so designated.

4 10. If a receiving party learns that, by inadvertence or otherwise, it has
5 disclosed protected material to any person or in any circumstance not authorized
6 under this Protective Order, the receiving party must immediately (a) notify in
7 writing the designating party of the unauthorized disclosures, (b) use its best efforts
8 to retrieve all copies of the protected material, and (c) inform the person or persons
9 to whom unauthorized disclosures were made of all the terms of this Protective
10 Order.

11 11. Any information or documents designated as CONFIDENTIAL, if
12 filed or lodged with the Court, shall be filed in accordance with Central District of
13 California Civil Local Rules 79-5.1 through 79-5.4. The party filing or lodging any
14 pleading or paper which contains any information or document subject to this
15 Protective Order shall comply with Central District of California Civil Local Rule
16 79-5 et seq. At the conclusion of this case, any materials filed with the Court under
17 seal shall be kept under seal or be returned to the party filing it for disposition as
18 provided for in Paragraph 15.

19 12. Except as provided in Paragraph 9 of this Protective Order, any party
20 may mark any documents or information designated as CONFIDENTIAL as an
21 exhibit to a deposition, hearing, or other proceeding and examine any witness
22 thereon, provided (i) the witness previously has executed a written confidentiality
23 agreement in the form of Exhibit A hereto, (ii) the exhibit and related transcript
24 pages receive the same type of confidentiality designation as the original document,
25 and (iii) there is reason to believe this witness has knowledge or information to
26 which such designated material is relevant.

27 13. No party is precluded from applying to the Court for an Order
28 permitting the disclosure or use of information or documents otherwise covered by

1 this Protective Order, or from applying for an Order modifying this Protective
2 Order in any respect. No party shall be obligated to challenge the propriety of any
3 confidentiality designation (whether CONFIDENTIAL) and failure to do so shall
4 not preclude a subsequent attack on the propriety of such designation.

5 14. On any motions challenging the withholding of documents or
6 information or seeking greater disclosure of documents or information designated
7 CONFIDENTIAL than allowed by this Protective Order without Court order, the
8 parties' respective burdens of proof shall be as outlined in *Bridgestone v. Superior*
9 *Court*, 7 Cal. App. 4th 1384 (1992). Any withheld material ordered by the Court to
10 be disclosed shall be deemed classified CONFIDENTIAL under this Protective
11 Order unless the Court orders otherwise, and any such order may include additional
12 safeguards to protect the disclosed material from further disclosure. Any party
13 ordered to disclose information that was initially withheld from production may
14 seek writ review of that order.

15 15. Upon final termination of this action, including all appellate
16 proceedings, unless otherwise requested in writing by an attorney of record for the
17 designating party to return material designated as CONFIDENTIAL to the party
18 from whom the designated material was obtained, each party shall destroy all
19 material designated as CONFIDENTIAL, including all copies, extracts, and
20 summaries thereof. Proof of such destruction, in the form of a declaration under
21 oath by a person with personal knowledge of the destruction, will be supplied by
22 each party to all counsel of record. Notwithstanding the provisions in this
23 Paragraph, counsel are entitled to retain an archival copy of all pleadings, motion
24 papers, transcripts, legal memoranda, and correspondence or attorney work product,
25 even if such materials contain protected material.

26 16. No part of the restrictions imposed by this Protective Order may be
27 terminated, except by the written stipulation executed by counsel of record for each
28 designating party, or by an order of this Court for good cause shown. The

1 termination of this action shall not terminate this Protective Order.


2 17. This Protective Order may be amended and exceptions may be made
3 only by written stipulation of the parties or by order of the Court for good cause
4 shown on noticed motion. Nothing in this Protective Order abridges the right of
5 any person to seek its modification by the Court in the future.

6 18. By stipulating to the entry of this Protective Order, no party waives
7 any right it otherwise would have to object to disclosing or producing any
8 information or item on any ground not addressed in this Protective Order.
9 Similarly, no party waives any right to object on any ground to use in evidence of
10 any of the material covered by this Protective Order.

11 IT IS SO ORDERED.

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13 Date:

8/20/2012

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15 Hon. John E. McDermott
16 Magistrate Judge
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Case No. CV 11-02762 GW (JEMx)

**EXHIBIT A TO PROTECTIVE
ORDER:**

**ACKNOWLEDGEMENT OF RECEIPT
OF STIPULATED PROTECTIVE
ORDER AND CERTIFICATE OF
COMPLIANCE**

I certify that I have received and carefully read a copy of the Stipulation to Entry of Protective Order, and Order thereon, in the above-captioned case and that I fully understand the terms of the Court's Order. I recognize that I am bound by the terms of this Order, and I agree to comply with those terms. I hereby consent to the personal jurisdiction of the United States District Court for the Central District of California for any proceedings involving the enforcement of that Order.

I declare under penalty of perjury pursuant to the laws of the United States and California that the foregoing is true and correct. Executed this _____ day of _____, 201__, at _____, _____.

Name: _____
 Affiliation: _____
 Business Address: _____
 Home Address: _____
 Signature: _____